



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

a contemporaneous oral agreement that the payee was to deliver a knife grinder also, and contended that a delivery of it was a condition precedent to his liability on the note. *Held*, that the oral agreement would be effective to show a partial failure of consideration, but not to show the non-performance of a condition precedent. *Allen and Walker, JJ., dissenting.*

As between the immediate parties to a note or others having notice, oral agreements affecting the fixed or implied terms of the note are admissible. *Wigmore, Evidence*, Vol. IV, pp. 2443. So the consideration may be shown by oral evidence, and the fact that part is recited does not make the oral agreement ineffective. *Everhart v. Puckett* (1881) 73 Ind. 409; *Stringfellow v. Ivie* (1882) 72 Ala. 209. However, an oral agreement subjecting the note to a condition or contingency, or affecting the time of payment, or the amount of payment, is invalid, since it affects the variable or expressed terms of the obligation. *Leonard v. Miner* (1898) 120 Cal. 403; *Wood v. Surrells* (1878) 89 Ill. 107; *Kelsey v. Chamberlain* (1881) 47 Mich. 241; *Loudermilk v. Loudermilk* (1893) 93 Ga. 443. Therefore, it seems the majority opinion of the court was correct.

J. N. M.

INJUNCTION—SOLICITING OF CUSTOMERS OF FORMER EMPLOYER.—*NEW METHOD LAUNDRY CO. v. JOHN W. MACCANN* (1916) 161 PAC. (CAL.) 990.—Defendant, after several years of employment by the plaintiff as a driver and solicitor for laundry work, left his position without notice and engaged himself in a like situation with a rival firm, soliciting laundry work from among his former employer's customers and receiving some of their business. *Held*, that an injunction would lie for soliciting, but not for receiving work from the patrons of his former employer.

For a discussion of the principles involved in this case, see 25 YALE LAW JOURNAL, 499.

L. J. N.

POLICE POWER—VALID EXERCISE—BILL-BOARDS.—*THOS. CUSACK CO. v. CHICAGO* (JAN. 15, 1917) 242 U. S. 526, 37 SUP. CT. REP. 190.—An ordinance of the city of Chicago prohibited the erection of bill-boards in residence sections without first obtaining the consent in writing of the owners of a majority of the frontage on both sides of the street in the block. *Held*, that the ordinance was constitutional and not an unrestrained or arbitrary exercise of the police power.

It was contended that this ordinance violated the Fifth Amendment of the Federal Constitution. The first eight amendments, however, apply exclusively to the exercise of power by the Federal government. *Eilenbecker v. Plymouth County* (1890) 134 U. S. 31. It was also contended that such an ordinance was a delegation of legislative authority to the whims and caprices of neighboring property owners. The Supreme Court